



ASTA – GENERAL TERMS AND CONDITIONS (GTC)

(July 2024)

1. Scope of application

- 1.1. All deliveries and performance of services by ASTA Elektrodraht GmbH, Oed 1, 2755 Oed, ASTA Energy Solutions AG, A-2755 Oed, Oed 1 and ASTA Industrie GmbH, A-2755 Oed, Oed 1, Austria (hereinafter referred to as **ASTA**) are carried out solely on the basis of these General Terms and Conditions (hereinafter referred to as **GTC**). The GTC also apply to future transactions between ASTA and ASTA's contracting partner (hereinafter referred to as the **Customer** and together the **Parties**) without a need of explicit reference in every case.
- 1.2. ASTA rejects all contradicting, diverging or complementing terms and conditions, particularly terms and (purchase) conditions of the Customer). Such terms and conditions shall never apply between ASTA and the Customer, even if ASTA had knowledge of their content, did not raise any objections prior to contracting or unreservedly accepts or carries out an offer of the Customer.
- 1.3. The GTC become part of the contractual relationship between the parties as amended from time to time.
- 1.4. The provisions set out in the GTC only apply in the absence of a diverging written agreement concerning the individual case.

2. Conclusion of contract / Orders from the Customer / Offers from ASTA

- 2.1. Offers by ASTA are non-binding.
- 2.2. By placing an order, the Customer bindingly offers to form an agreement.
- 2.3. An order placed by the Customer shall, in the absence of an explicit longer period, be binding for a period of two weeks.
- 2.4. An order confirmation of ASTA regarding the Customer's order shall be deemed a binding acceptance only if ASTA explicitly declares so.
- 2.5. The effective conclusion of a contract with ASTA in any case requires the prior written acceptance of the order from ASTA. If the content of this written acceptance diverges from the Customer's order, the contract shall be concluded in accordance with the content of ASTA's written acceptance unless the Customer objects in writing within two weeks. Electronic communications shall suffice.
- 2.6. An order includes only the services explicitly mentioned in the order as well as in ASTA's acceptance of the order. ASTA does not contractually owe ancillary and additional services and supplies unless explicitly otherwise agreed.
- 2.7. Specifications of ASTA set out in catalogues, brochures, etc. are only relevant if ASTA explicitly refers to them in the written acceptance of the Customer's order.
- 2.8. All documentation regarding a project or an offer may neither be copied nor made available to third parties. ASTA may reclaim them at any time. The Customer shall return them immediately if the order is placed otherwise.

3. Place of performance / Delivery / Default

- 3.1. Place of performance for all deliveries, services and payments is the business residence of ASTA in Oed 1, 2755 Oed, Austria. Unless agreed otherwise in writing, deliveries shall be carried out "ex works" (EXW Incoterms 2020) even if the handover takes place at another location. The risk of accidental loss or accidental deterioration of goods shall transfer from ASTA to the Customer the moment of handing them over to a forwarder or carrier but in any case no later than the moment goods leave ASTA's storage facility. Upon request of the Customer, deliveries shall be insured on the Customer's behalf and account.
- 3.2. ASTA may deviate from the stipulated delivery volume by $\pm 5\%$.
- 3.3. In the absence of a documented other individual agreement, partial deliveries as well as partial performances are permitted and may be invoiced separately by ASTA.
- 3.4. If a delivery or service is delayed due to circumstances that lie within the Customer's sphere or due to a third party or circumstance that is attributable to the Customer, the general transfer of risk takes place at the time the delivery or service is due.
- 3.5. If the Customer's delay in acceptance lasts longer than one month, ASTA may charge storage fees amounting to 5% of the purchase price per annum. Further claims of ASTA remain unaffected.
- 3.6. If a culpable delay in delivery arises on the part of ASTA and an appropriate grace period of at least 21 days set by the Customer has passed, the Customer is entitled to demand a lump-sum compensation in the amount of 0.5% of the value of the specific goods or services excluding metal sales affected by the delay or default. This amount may be claimed once per completed week, in total limited to 2% of the value of the specific goods or services excluding metal sales and only if the Customer actually and demonstrably suffered damage.

- 3.7. In cases of force majeure, the agreed delivery or service period shall be extended for the respective period of time. Force majeure includes, but is not limited to, armed conflicts, interventions and prohibitions by governmental agencies, delays of transport, delays of customs clearance, transport damages, shortages of raw materials/energy, natural disasters, acts of sabotage, nuclear accidents, pandemics, labour disputes (in particular strikes) as well as the loss of a supplier, which is difficult to replace. The mentioned circumstances lead to an extension of the delivery or service period, even if they occur on the part of a supplier.

4. Retention of title

- 4.1. Until the purchase price has been fully paid along with all ancillary costs and expenses, ASTA reserves the title of ownership of the respective delivered goods (hereinafter referred to as **Reserved Goods**). The Customer shall take all measures that are legally and factually necessary to ensure the validity and protection of the retention of title due to national legal requirements (e.g. book entry [*Buchvermerk*], registration in an official register).
- 4.2. Until further notice, the Reserved Goods may be resold by the Customer in the ordinary course of business. All claims resulting from such a resale are assigned (*zediert*) to ASTA in advance until full payment has been made regarding all claims originating from the respective contract. ASTA hereby declares to accept this assignment of claims. The Customer shall take all measures that are legally and factually necessary to ensure the validity and protection of the (extended) retention of title due to national legal requirements (e.g. book entry [*Buchvermerk*], registration in an official register).
- 4.3. If the law of the country in which the Reserved Goods are located does not recognize or permit a retention of title as outlined in this section 4., ASTA may make use of other security interests permitted by the respective legal system. The Customer shall, at its own cost, take all measures necessary for the retention of title or other security interests to take effect and be maintained.
- 4.4. Payments regarding claims from a resale of the Reserved Goods in accordance with 4.2. may still be accepted by the Customer until further notice. At the same time, ASTA's rights to assert the assignment and consequently collect such payments itself, remain unaffected. ASTA is only going to collect such payments itself if the Customer does not fulfill its payment obligations, stops making payments generally, is in delay of payment or if a petition has been filed for commencement of insolvency proceedings over the Customer's assets. If one of the mentioned circumstances occurs, the Customer shall immediately inform ASTA. Upon request of ASTA, the Customer shall notify the assignment of claims to their own debtors and give ASTA the information and documents necessary for the assertion of the assigned claims and collection of the respective debts.
- 4.5. Processing or restructuring of Reserved Goods shall be carried out on behalf of ASTA. In case of an inseparable connection of the Reserved Goods and other goods, joint ownership of the new, mixed goods shall be established between ASTA and the other party in proportion to the value ratio of the connected goods. This new, mixed goods shall be subject to the same rules as are applicable to a Reserved Goods. If, within a connection of goods, the Customer's goods are regarded as the "main component", the Customer shall transfer joint ownership to ASTA proportionately.
- 4.6. The Customer may neither pledge or mortgage the Reserved Goods, nor may he transfer them by way of security.
- 4.7. In case the Reserved Goods are seized, the Customer shall point out ASTA's ownership of the goods and inform ASTA in writing about the seizure.
- 4.8. ASTA is entitled to reclaim the Reserved Goods under exclusion of any Customer's right of retention, if the Customer
 - i. fails to fulfill payment obligations,
 - ii. stops making payments generally,
 - iii. is in delay of payment and a two week-grace period set by ASTA has already passed, or
 - iv. a petition has been filed for commencement of insolvency proceedings over the Customer's assets or such petition has been dismissed on the grounds of insufficient assets.

Upon the occurrence of one of the aforementioned cases, the Customer shall inform ASTA immediately. In order to take back the Reserved Goods, ASTA is entitled to enter the Customer's business premises during ordinary business hours.

- 4.9. After Reserved Goods have been taken back, ASTA is entitled to realize them by appropriate means after ASTA announced to do so. The proceeds of this realization shall be credited to the Customer's debts towards ASTA after deducting the costs for realizing the Reserved Goods. The mentioned steps (reclaim of the Reserved Goods, taking them back, announcement and realization of the Reserved Goods) on their own do not constitute a withdrawal from the contract.
- 4.10. The assertion of claims resulting from *laesio enormis*, error and frustration of contract (*Wegfall der Geschäftsgrundlage*) are excluded on the Customer's part.

5. Intellectual property rights

- 5.1. In the course of deliveries or performance of services, ASTA does not transfer intellectual property rights of any kind to the Customer. All rights regarding works and documents like sketches, plans and samples of any kind, know-how, patents etc. that are capable of being protected, remain with ASTA. Without prior written permission from ASTA for each particular case, such works, documents, know-how, samples, patents etc. may not be passed to third parties, made accessible to third parties or be used for the Customer's own purposes. In cases of doubt, such permission from ASTA shall not be assumed granted.
- 5.2. The purchase price includes a non-exclusive right to use the goods throughout their entire lifespan and in accordance with the specific contract purpose. ASTA does not transfer any further rights.

6. Purchase price / Payment / Delay of payment

- 6.1. In the absence of individual differing price arrangements, the parties agree on the prices at delivery according to the ASTA price list as amended from time to time.
- 6.2. Price calculations regarding copper and alloying metals shall be made on the basis of the value as of the day ASTA receives the Customer's order. In case of changes in metal prices compared to the ASTA price list, a corresponding price adjustment shall be made.
- 6.3. In the absence of individual differing arrangements, all prices are considered net prices "ex works" (EXW, Incoterms 2020).
- 6.4. Discounts and/or rebates are only granted on the basis of an individual agreement between the parties. In such cases, calculation basis shall be the hollow price exclusive of metal costs.
- 6.5. Packaging (e.g. reels, coils, pallets, crates) are invoiced at cost price plus margin. They shall be paid simultaneously with the purchase price. Packaging will only be taken back by ASTA if a respective explicit agreement exists between the parties and only if packaging is not provided on loan together with the respective goods.
- 6.6. New Customers shall make an advance payment in the amount of 50% at the time of the order. The remaining 50% shall be paid before delivery. ASTA will invoice the respective partial amounts separately. If the parties do not agree on another payment method for following contracts, the mentioned process shall apply for following contracts as well.
- 6.7. The payment period shall be 14 days (payment received) as of (partial) invoicing, net without discounts.
- 6.8. In case of delay of payment, ASTA may charge interest for delay in accordance with section 456 of the Austrian Commercial Code (UGB). Interest calculation shall be made on the basis of a year with 360 days. In such cases, the Customer shall also pay all extrajudicial costs necessary for appropriate enforcement of claims. Moreover, in case of a delay of payment, ASTA may set an adequate grace period. After such a grace period has passed, ASTA may declare its withdrawal from the contract. Further rights of ASTA remain unaffected.

7. Warranty

- 7.1. The warranty period amounts to 6 months from delivery.
- 7.2. Section 377 UGB is applicable. The Customer shall notify ASTA in writing about apparent defects (*offene Mängel*) regarding the goods/services within an appropriate period, at the latest after 14 calendar days, from delivery and about hidden defects (*versteckte Mängel*) regarding the goods/services within an appropriate period, at the latest after 14 calendar days, from discovery of the defect (*Mängelrüge*). Defects shall be described in a detailed manner. The Customer shall provide ASTA with all documents and/or data in relation to such defects.
- 7.3. In a warranty case, ASTA may choose between the measures of rectification and replacement. If the chosen supplementary performance fails, the Customer may choose between a reduction in price and – in case of a defect that is not negligible – cancellation of the contract.
- 7.4. The burden of proof regarding the deficiency of the goods/services, the deficiency in the moment of transfer of risk and the punctuality of the notice of defects (*Mängelrüge*) in accordance with 7.2. lies with the Customer.
- 7.5. Regarding parts that have been rectified or replaced, the warranty period starts over again but ends in any case 6 months after the expiration of the initial warranty period.
- 7.6. Performance of rectification or replacement by the Customer or through a third party that has not been appointed by ASTA results in the loss of all rights derived from respective defect.
- 7.7. The Customer also loses all rights derived from the respective defect, if, without prior written approval by ASTA, the Customer or a third party not expressly appointed by ASTA takes measures to change or repair the delivered goods.

8. Liability

- 8.1. Any liability for slight negligence of ASTA or of third parties acting on behalf of ASTA is excluded in any event.
- 8.2. Any liability for simple gross negligence of ASTA or of third parties acting on behalf of ASTA is excluded in any event.
- 8.3. ASTA's total liability for gross negligence is limited to the selling price excluding metal sales or to EUR 50.000, whichever is the lower amount.
- 8.4. ASTA's liability for damages that stem from force majeure is excluded.
- 8.5. Damage claims lapse within two years from the moment the claim has formed and Customer has obtained knowledge of the damage as well as of the circumstances that lead to the damage claim. Regardless of the moment the claim has formed and the moment the Customer obtained knowledge about said circumstances, the claim lapses no later than three years after the incident that caused the damage has occurred.
- 8.6. The aforementioned limitations of liability also apply to damage claims of the Customer against bodies, executives, employees or contractors of ASTA. They do not apply to cases of (i) personal injuries, (ii) damages resulting from the not insignificant breach of a principal obligation; in the latter case, however, ASTA's liability shall be limited to compensation for damages foreseeable and typically occurring at the time of conclusion of the contract, (iii) claims under the Product Liability Act or (iv) claims under otherwise mandatory legal provisions.

9. Set-off / Retention

The Customer may only exercise a set-off against ASTA's claims as well as a right of retention with counterclaims that have been judicially determined.

10. Withdrawal from contract / Insolvency

- 10.1. ASTA may withdraw from the contract for material reasons. Such material reasons include but are not limited to:
- i. a judicial filing for insolvency regarding the Customer's assets.
 - ii. dismissal of a filing for insolvency regarding the Customer's assets.
 - iii. the Customer generally stopping payments without pending insolvency proceedings.
- 10.2. The effectiveness of 10.1. (i) and (ii) shall be determined with regards to the legal system the Customer originates from.
- 10.3. The Customer shall immediately inform ASTA in writing about a planned insolvency filing or about an insolvency filing made by a third party.
- 10.4. The Customer shall under no circumstances have the right to terminate the contract if its main obligation includes deliveries or supplies manufactured specifically for the Customer.
- 10.5. The withdrawal from the contract shall also be possible regarding to pending partial deliveries or partial supplies if one of the conditions set out in 10.1. applies.

11. Limitation period

In the absence of differing arrangements in these GTC, all claims originating from the contractual relationship between ASTA and the Customer shall be legally asserted with the court within one year as of the due date, otherwise such claims shall preclude. The pleading instituting the proceedings at court shall be decisive for determining the timely assertion of a claim.

12. Formal requirements / Notifications

- 12.1. Orders, acceptances of orders, order confirmations, changes to these GTC and to individual contracts as well as other communication between the Customer and ASTA shall be submitted in writing unless otherwise agreed upon in these GTC or in the individual contract. Such communication shall, in the absence of individual differing arrangements, be addressed to the address last given in writing. Such written messages may be submitted via electronic communication.
- 12.2. The requirement of submitting information in writing as set out in these GTC or in individual contracts may be modified by written agreement only.
- 12.3. The Customer shall inform ASTA immediately in writing about changes of address. If the Customer fails to do so, messages and notifications are regarded effectively delivered if they arrive at the Customer's address ASTA was last informed about in writing. The criterion for the timely receipt of messages and notifications shall, in the absence of individual differing arrangements, be the postal stamp.

13. Place of jurisdiction / Applicable law

- 13.1. All disputes arising from or in connection with contractual relations between ASTA and the Customer shall be resolved under the exclusive jurisdiction of the competent court in Wiener Neustadt. Nevertheless, ASTA reserves the right to file claims against the Customer also at the court of the Customer's place of general jurisdiction.

- 13.2. Austrian law applies exclusively. The application of Private International Law and the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

14. Data protection

- 14.1. The Customer as well as ASTA shall treat personal data that is received during the contractual relationship according to the prevailing data protection rules. Unless explicitly agreed on otherwise, the parties will use received data solely for the purpose of fulfilling their contractual obligations and will neither pass said information to third parties nor will they give third parties access to such data in any other form. Further, the parties shall take appropriate measures in order to prevent third parties from obtaining such information. These obligations are binding even after termination of contract.
- 14.2. The obligations set out in 14.1 do not apply to ASTA regarding the necessary passing on of information to insurances, experts or suppliers etc. assigned by ASTA that are in need of information due to their assignments. However, ASTA shall pass on the obligation of confidential treatment as far as possible.

15. Compliance

The Customer acknowledges that ASTA commits itself to comprehensive compliance and has enacted a respective compliance guideline in that respect. The Customer confirms and guarantees that it acts in accordance with all applicable laws, regulations and codes and will do so during the existence of this contract, including, but not limited to, every anti-corruption-law as well as the ASTA Directive on Compliance and Corporate Integrity (accessible at <https://www.astagroup.com/gtc-gpc>) The Customer has not and will not, neither directly nor indirectly, participate in any prohibited practices in connection with the subject of this contract or any other business relation with ASTA. Prohibited practices include but are not limited to the promising, offering or granting of improper advantages to another person or demanding or accepting improper advantages in order to improperly influence other behaviours.

16. Miscellaneous

If individual terms of these GTC turn out to be void, invalid, impracticable or unenforceable, the validity of the residual terms shall remain unaffected. In this case such valid and enforceable terms shall be regarded as applicable that come closest to the economical purpose of the void or invalid terms as well as to the intentions of the parties.



ASTA – GENERAL PURCHASING CONDITIONS (GPC)

(July 2024)

1. Scope of application

- 1.1 All orders and purchases of ASTA Elektrodraht GmbH, Oed 1, 2755 Oed, of ASTA Energy Solutions AG, A-2755 Oed, Oed 1 and of ASTA Industrie GmbH, A-2755 Oed, Oed 1, Austria (hereinafter referred to as **ASTA**) are carried out solely on the basis of these General Purchasing Conditions in their current version, as amended from time to time (hereinafter referred to as **GPC**). The GPC also apply to future transactions between the parties without a need of prior explicit agreement.
- 1.2 ASTA rejects all contradicting, diverging or complementing terms and conditions, particularly terms and conditions of ASTA's contracting partner (hereinafter referred to as the **"Supplier"**). Such terms and conditions may never apply to contracts between ASTA and the Supplier, even if ASTA had knowledge of their content and did not raise any objections prior to contracting.
- 1.3 The GPC form the basis of the contractual relationship between the parties as amended.
- 1.4 The provisions set out in the GPC shall only apply in the absence of a diverging agreement.

2. Conclusion of contract /Orders from ASTA / Offers from Supplier

- 2.1 Inquiries of ASTA are non-binding.
- 2.2 Offers from Supplier towards ASTA are binding offers to form a contract and are not an invitation to submit an offer.
- 2.3 Offers made by Supplier need not be made in a specific form in order to become effective.
- 2.4 An offer from Supplier shall be binding for a period of 12 weeks from receipt at ASTA.
- 2.5 After an offer has been made by Supplier, the effective conclusion of a contract in any event requires a written order from ASTA. Such written orders may be submitted via electronic communication. Once ASTA has placed an order based on an offer of Supplier, the contract between ASTA and Supplier comes into effect.
- 2.6 Supplier shall check all of ASTA's inquiries, documents, information and orders with regards to ambiguities and incompleteness and shall determine whether the order at hand is capable of fulfilling its intended use. ASTA shall immediately be informed in writing by Supplier about recognizable faults and doubts. In this regard, Supplier shall furthermore make suggestions to ASTA concerning the rectification or improvement within a reasonable period and without additional costs for ASTA.
- 2.7 Supplier shall confirm in writing the execution of the contract (see 2.5.) (order confirmation). The confirmation has to be received by ASTA within 24 hours of receipt of the order by Supplier, otherwise ASTA is free to cancel the order without any claims of Supplier for compensation.
- 2.8 Should the order confirmation (see 2.7.) diverge from the order, any such deviations shall explicitly be mentioned and described in the order confirmation. Deviations, as well as subsequent additions made by Supplier, need to be confirmed in writing by ASTA in order to become legally binding.
- 2.9 Once the order confirmation has been received, ASTA is not obligated to point again to these GPC as the sole provisions applicable to the transaction and does not explicitly need to declare contradictory terms to these GPC as rejected and denied.
- 2.10 In case ASTA submits an order without having received an offer from Supplier beforehand, this order shall be deemed a non-binding invitation for Supplier to make an offer. Should Supplier subsequently make an offer, the execution of the contract shall again be subject to the rules as specified in points 2.2.–2.9. The conclusion of the contract shall then again depend on a written confirmation or a written order made by ASTA.
- 2.11 Agreements between the parties include all necessary ancillary, auxiliary and additional supplies and services. They are all part of the agreed price. Such additional supplies and services may include assembly, installation and test operations. Furthermore, the order or offer includes, if necessary, briefings and trainings, as well as the handing over of German instruction manuals and technical documentation.

3. Place of performance / Delivery / Default

- 3.1 The place of performance for all obligations arising from the parties' business relation is, in the absence of individual differing arrangements, the business address of ASTA in Oed 1, 2755 Oed, Austria. The delivery shall be packaged and delivered free domicile at Supplier's risk under the Incoterm DDP place of performance (Incoterms 2020). Should, by exception, other terms of delivery have been agreed upon in writing, the transport instruction of ASTA shall be strictly adhered to.
- 3.2 The date of delivery as mentioned on ASTA's order is binding and shall be deemed as the date of arrival of goods.
- 3.3 Advance or partial deliveries shall only be permitted subject to ASTA's approval. Regarding excess deliveries surpassing the ordered amounts, ASTA may choose to either keep and pay them or return them at the cost and risk of Supplier.

- 3.4 ASTA is entitled to deny and reject the acceptance of faulty deliveries/services, regardless of the severity of the fault. Consequently, Supplier is in default – late delivery.
- 3.5 As far as Supplier is obliged to provide material tests, inspection protocols, quality certifications or other documents, the delivery shall only be deemed complete if and by the time these services and/or documents have been received by ASTA.
- 3.6 In cases of late delivery, the statutory legal provisions shall apply. Additionally, in case Supplier is not capable of fulfilling its obligations within a reasonable period, ASTA shall have the right to refer to a third party to perform the respective service. Supplier shall bear any additional costs originating from the services performed by such third party. The criterion determining, whether a delivery has been made on time shall be the receipt of the delivery at the place of performance.
- 3.7 If Supplier exceeds agreed delivery terms or dates, ASTA may – regardless of Supplier's fault or evidence of damage – claim a contractual penalty amounting to 0,5% per exceeded calendar day up to a maximum of 15% of the total order value per exceeded delivery date and retain said amount. This contractual penalty applies regardless of the amount of the actual damage and the possibility of compensation for damages. This provision does not limit or preclude the enforcement of damages exceeding the amount of the contractual penalty.
- 3.8 For shipping, goods shall be packaged appropriately in order to prevent damages typically resulting from the chosen transport method. Costs of packaging are included in the agreed price.
- 3.9 Each delivery shall contain a delivery note including the order number and the product name. Deliveries of several packages have to contain an order number for each of the packages. Lack of a delivery note shall give ASTA the right to decline acceptance of the delivery.

4. Legal reservation / Usage rights and exploitation rights

- 4.1 All of ASTA's rights regarding works, documents such as sketches, plans and samples of whatever kind, know-how, patents, etc. are explicitly reserved. Such works, documents, know-how, samples, patents, etc. may not be passed on or made accessible to third parties nor may be used for own purposes without the prior written permission of ASTA on a case-by-case basis. In case of doubt, such permission shall not be deemed granted by ASTA.
- 4.2 If tools, models, samples, devices, computer programs or other IP rights are developed by Supplier or a third party on behalf of Supplier in order to fulfil ASTA's order, the sole ownership as well as all exclusive usage rights and exploitation rights shall be transferred to ASTA upon payment of the purchase price. Ownership of physical objects is transferred to ASTA already before the physical handover by means of the *constitutuum possessorium* in accordance with section 428 of the Austrian Civil Code (ABGB). ASTA may transfer all of the aforementioned rights partly or entirely to third parties, without further approval of Supplier. This further includes the right to fully alter, duplicate, distribute or otherwise exploit the aforementioned tools, models, samples, devices, computer programs etc. Supplier may not use these tools, models, samples, devices etc. in connection with orders made by third parties.
- 4.3 If the law does not know or allow a transfer of rights as set out in 4.2., Supplier shall, upon request from ASTA, hold these rights in trust in favour of ASTA or give its consent to another contractual solution that corresponds to 4.2. economically.

5. Warranty

- 5.1. Supplier warrants the absence of defects of the ordered goods and/or services. Supplier in particular warrants that the ordered goods and services are free from hidden defects, as well as from rights and claims from third parties, in particular also based on intellectual property rights. Furthermore, Supplier warrants that the ordered goods and services possess the agreed upon and usually expected features and that they will meet ASTA's requests.
- 5.2. The statutory warranty period as well as assumption period shall apply.
- 5.3. The duty to inspect delivered goods in accordance with sections 377, 378 of the Austrian Commercial Code (UBG) (*Mängelrüge*) is hereby waived and shall not apply.
- 5.4. In the event that Supplier does not fulfil its warranty obligations within a reasonable period of time, not exceeding 14 days, ASTA may remedy at the cost of Supplier the defect or refer to a third party to remedy the defect.
- 5.5. Statutory claims of ASTA remain unaffected by this clause.

6. Withdrawal from contract

ASTA may at any time withdraw from the contract with Supplier. In such a case, Supplier may claim compensation for all expenses made, provided that Supplier provides detailed proof of the incurred expenses. If goods have already been produced based on ASTA's individual wishes and specifications, Supplier shall be entitled to compensation for its own detailed costs, provided that Supplier is unable to use such goods otherwise. Supplier has a duty to mitigate damages.

7. Reporting obligation – Contractual penalty

Supplier shall immediately inform ASTA in writing about an envisaged filing for insolvency or an application submitted by a third party. A breach of this reporting obligation results in a contractual penalty in the amount of EUR 5,000.– to ASTA.

8. Prices / Billing / Payment

- 8.1. The prices set out in the order are firm and fix (including all costs, charges, taxes and fees) and may therefore not be adjusted until the agreed order has been fulfilled. Supplier guarantees the accuracy of a cost estimate and shall provide such cost estimates free of charge.
- 8.2. Invoices to ASTA shall – irrespective of the start of the statutory limitation period – be payable within 60 days upon complete delivery of the ordered service which is free of defect and upon submission of a correct invoice. This also applies to partial deliveries. Also, the discount period shall only start upon complete delivery and receipt of the invoice. Payments shall be qualified as having taken place on the day on which ASTA instructed its bank for payment.

9. Retention of title

Titel to goods and services rendered by Supplier shall be transferred to ASTA upon delivery. A retention of title on the part of Supplier is not accepted and shall be null and void.

10. Liability

- 10.1. Supplier is liable for all damages caused by it or by third parties acting on behalf of Supplier. Subcontractors and suppliers of Supplier are regarded as agents of Supplier pursuant to section 1313a Austrian Civil Code (ABGB).
- 10.2. Supplier is responsible for ensuring adequate insurance of its goods and services (liability insurance, assembly insurance, transportation insurance and guarantee insurance). Upon request from ASTA, the respective insurance policy shall immediately be handed over to ASTA.
- 10.3. Any liability for slight negligence of ASTA or of third parties acting on behalf of ASTA is in any event excluded. This does not apply in case of personal injuries.
- 10.4. Any liability for simple gross negligence of ASTA or of third parties acting on behalf of ASTA is in any event excluded.
- 10.5. Multiple Suppliers under the same contractual relationship are jointly and severally liable towards ASTA.

11. Formal requirements / Notifications

- 11.1. Orders, acceptances of orders, order confirmations, changes/amendments to these GPC and to individual contracts as well as other communication between Supplier and ASTA shall be in writing unless otherwise agreed upon in these GPC or in the individual contract. Any notification shall be submitted to the address last given, unless otherwise agreed. The electronic communication shall qualify as written form.
- 11.2. Also the modification of the written form requirement as set out in these GPC or in an individual contract needs to be made in writing.
- 11.3. Supplier shall inform ASTA immediately about any change of its address. If Supplier fails to do so, notifications shall be deemed to be effectively delivered if sent to the previous address of Supplier, last communicated in writing to ASTA. In the absence of differing individual arrangements, the postal stamp shall be decisive for the determination of the timely receipt of notifications.

12. Set-off / Retention / Refusal of performance

- 12.1. Supplier is only entitled to set-off claims of ASTA with counterclaims or to declare a retention of its services if such counterclaims have been judicially determined or if ASTA has not objected against such counterclaims of Supplier.
- 12.2. Supplier may only make use of its right of retention and right of refusal of performance if the respective underlying counterclaim originate from the same contractual relationship.
- 12.3. Out-of-court disputes as well as pending legal law suits do not give Supplier the right to discontinue its services that are due or to retain goods/deliveries.

13. Termination of order / Termination for cause

- 13.1. Both ASTA and Supplier may terminate contracts entered into for an indefinite period with a four weeks prior notice period. ASTA is also entitled to partly terminate the order. A termination shall always be made in writing. The termination of an order stops any ongoing claims for remuneration of Supplier. Advance payments made for periods after termination of the contract shall be paid back by Supplier along with interest without undue delay.
- 13.2. ASTA may immediately terminate a contract for good cause, such as but not limited to the following:
 - i. the judicial filing for insolvency regarding Supplier's assets either by Supplier or a third party. In such case, the withdrawal shall take place prior to the opening of insolvency proceedings.
 - ii. the dismissal of a filing for insolvency regarding Supplier's assets.
 - iii. Supplier has generally stopped payments without pending insolvency proceedings.
- 13.3. The effectiveness of 13.2. (i) and (ii) shall be determined based on the jurisdiction in which Supplier is domiciled.

14. Limitation period

In the absence of differing arrangements in these GPC, all claims originating from the contractual relationship between ASTA and Supplier shall be legally asserted with the court within one year as of the due date, otherwise such claims shall preclude. The pleading instituting the proceedings at court shall be decisive for determining the timely assertion of a claim.

15. Place of jurisdiction / Applicable law

- 15.1. All disputes arising out of or in connection with purchases between ASTA and Supplier shall be resolved under the exclusive jurisdiction of the competent court in Wiener Neustadt. ASTA reserves the right to file claims against Supplier also at the court of Supplier's place of general jurisdiction.
- 15.2. All relationships between ASTA and Supplier shall be governed exclusively under Austrian law without the application of its conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

16. Data protection

- 16.1. Supplier as well as ASTA shall treat personal data that is received during the contractual relationship according to the then prevailing data protection rules. In the absence of differing individual arrangements, Supplier and ASTA will use received data only for the purpose of fulfilling their contractual obligations and will not pass on said information to third parties nor will they give third parties access to such data in any other form and shall take appropriate measures in order to prevent third parties from access to such information. These obligations shall also survive termination of the contractual relationship between the parties.
- 16.2. The obligations set out in 16.1 do not apply to ASTA in cases where the passing on of information to insurances, experts or suppliers etc. engaged by ASTA is necessary due to their respective obligations, provided, however, that ASTA shall pass on the obligation of confidentiality to those parties to the extent possible.

17. Compliance

Supplier acknowledges that ASTA commits itself to comprehensive compliance and has enacted a respective compliance guideline in that respect. Supplier confirms and guarantees that it acts in accordance with any and all applicable laws, regulations and codes and will do so during the existence of this contract, including, but not limited to, every anti-corruption-law as well as the ASTA Directive on Compliance and Corporate Integrity (accessible at <https://www.astagroup.com/gtc-gpc>). In connection with the subject matter of this contract or any other business relationship with ASTA, Supplier has not and will not, neither directly nor indirectly, participate in any prohibited action. Prohibited actions include promising, offering or granting another person improper advantages or demanding or accepting improper advantages in order to unduly influence the course of action or other behaviours.

18. Severability clause

If individual terms of these GPC turn out to be void, invalid, impracticable or unenforceable, the validity of the residual terms shall remain unaffected. In this case such valid and enforceable terms shall be regarded as applicable that come closest to the economical purpose of the void or invalid terms as well as to the intentions of the parties.